

TEXAS TRANSPORTATION INSTITUTE

RECEIVED
LEGAL DEPARTMENT

JUN 09 2000

CITY OF
COLLEGE STATION

OFFICE OF THE DIRECTOR

June 8, 2000

Area Code 409
Telephone 845-1713
FAX: 409 • 845 • 9356

Ms. Kristi DeCluitt
Assistant City Attorney
City of College Station
P. O. Box 9960
College Station, TX 77842

Dear Ms. DeCluitt:

In response to Chief Feldman's letter dated May 16, 2000, the Texas Transportation Institute offers the following comments:

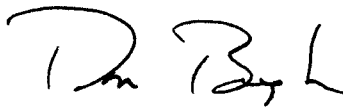
1. Reimbursement of Sergeant Lewis' salary and other ALERT project related expenses will be discontinued as covered in the Mutual Agreement of Termination as provided by the Texas A&M Research Foundation.
2. In accordance with the terms of the sub-agreement, title to the ALERT equipment installed in the initial vehicle delivered under the subcontract will be transferred to the City of College Station. TTI grants to the City of College Station a non-exclusive, non-transferable, royalty free right to use all intellectual property associated with the ALERT equipment transferred to the City and existing as of the date of execution of the Mutual Agreement of Termination. This does not include the right to sublicense or transfer the intellectual property to any third party.
3. The City of College Station will assume full responsibility for the maintenance and upkeep of the ALERT equipment provided. The necessity for, and the extent of such maintenance and upkeep is to be determined at the sole discretion of the City of College Station.
4. TTI acknowledges that the City of College Station may remove the ALERT equipment from the vehicle at any time. However, as the equipment will be transferred to the City, it is expected that the disposal of such equipment will be in accordance with City of College Station procedures. It is unnecessary to return the equipment to TTI.

Ms. Kristi DeCluitt
June 8, 2000
Page 2

5. Consistent with the Constitution and laws of the State of Texas, the city of College Station will hold TTI harmless from any liability, claims, damages, inconveniences, or other failure of the presently installed ALERT equipment. The City of College Station shall be responsible for all liability arising out of the use of the ALERT vehicles (and associated ALERT equipment) for accidents, occurrences, claims, or damages.
6. Upon notification that the Mutual Agreement of Termination as provided by the Texas A&M Research Foundation has been executed by the City of College Station and accepted by the City Council, TTI will provide to the City the sum of Sixty Thousand Dollars (\$60,000.00) for the purpose of the development of a field reporting system. TTI acknowledges that the Sixty Thousand Dollars will be used either alone or with other funding from any source for this purpose.

The Texas Transportation Institute appreciates the opportunity that it has had to work with Sergeant Greg Lewis and others within the College Station Police Department in the development of vehicle technologies. We hope that other opportunities will present themselves in the future to allow a continuing relationship. Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Bugh".

Don Bugh
Executive Associate Director

cc: Edgar Feldman
Greg Lewis
Herbert Richardson
Dennis Christiansen
George Wright
Joan Tatge
Glen Goodin



TEXAS A&M RESEARCH FOUNDATION

409-845-8600 409-845-7143 FAX

<http://rf-web.tamu.edu>

RECEIVED
LEGAL DEPARTMENT

JUN 12 2000

CITY OF
COLLEGE STATION

June 12, 2000

Ms. Kristi DeCluitt
Assistant City Attorney
City of College Station
P.O. Box 9960
College Station, Texas 77842

Re: Mutual Agreement of Termination
Subagreement No. S900058

Dear Ms. DeCluitt:

Based upon subsequent discussions and correspondence, we have revised the Mutual Agreement of Termination we previously sent to the City of College Station.

We believe we have addressed all of the issues raised. Please review the proposed agreement and let us know if you have any questions or comments. I can be reached at 845-8626 (voice); or 845-7143 (fax).

Sincerely,

Glen E. Goodin
Vice President

Enclosures

MUTUAL AGREEMENT OF TERMINATION

This Mutual Agreement of Termination and Options For Additional Work (the "Agreement") is made and entered into this ____ day of June, 2000, by and between the City of College Station, Texas (the "CCS"), with offices in College Station, Texas, and Texas A&M Research Foundation, ("TAMRF") a private, non-profit corporation organized under the law of the State of Texas with primary offices at the HC Bell Building, Texas A&M University Campus, TAMU 3578, College Station, Texas 77843-3578 ("TAMRF").

Premises

The Texas A&M Research Foundation ("TAMRF") in cooperation with the Texas Transportation Institute entered into a sub-agreement with the City of College Station (the "Contract") to perform certain tasks under the Cooperative Agreement DTFH61-98-X-00005.

The Federal Highway Administration ("FHWA"), having terminated funding through TAMRF, requires that TAMRF terminate the Contract. Texas Transportation Institute, which has performed all technical work associated with the ALERT project, has a desire to ensure that the Contract is terminated in a fashion that is amenable to the City of College Station, the College Station Police Department, FHWA, the Texas Transportation Institute and the Texas A&M Research Foundation.

The parties desire to terminate the Contract by mutual agreement and to extinguish all rights and claims they now have, or may have, against each other under the Contract.

Premises Considered, the parties agree as follows:

1. *Termination of the Contract.* The Contract is hereby terminated by the mutual agreement and consideration of the parties.
2. *Release.* Each party, on behalf of itself, successors in interest, and assigns, fully and completely releases and discharges the other party, their officers, directors, agents, successors, and assigns, from all rights, claims and actions which either party now has, or may have, against the other, its officers, directors, agents, successors and assigns, arising out of or relating to the Contract, and the services rendered by CCS to TAMRF under the Contract. This Agreement is intended by the parties to release all claims for compensation, benefits, damages, or loss which either party has, or may have, against the other, whether known, unknown, foreseen, unforeseen, patent or latent which related to or arose out of the Contract.
3. *Vehicles and ALERT Equipment*
 - 3.1 The Contract provided for purchase of two law enforcement vehicles for delivery to the City of College Station Police Department, ("CSPD"). The first vehicle delivered was equipped with an ALERT system and is currently being operated the City of College Station Police Department. The second vehicle has not been and will not be equipped with an ALERT system. This vehicle was delivered to CSPD on May 3, 2000.
 - 3.2 Under the Article 7 of the Contract, title to the vehicles vested in CCS upon delivery to CCS. Article 7 of the Contract also provided that title to the ALERT equipment installed in a vehicle vested at the completion of the Contract. For purposes of transfer of titles, the parties deem that the Contract has been completed and title to the ALERT equipment is vested in CCS as described in Article 7 of the Contract.

- 3.3 The transferred vehicles and ALERT equipment are as follows:
- a. 1999 Crown Victoria, 4-door, VIN 2FAFP71WOXX240457
 - b. 1999 Crown Victoria, 4-door, VIN 2FAFP71WOXX192183
 - c. Shotgun Rack
 - d. CPDP Modem
 - e. Traffic Radar Unit
 - f. Electronic Components (various)
 - g. Light Bar
 - h. Hand-held PDA
 - i. GPS unit
 - j. Video-multiplexer
 - k. Videocamera
 - l. On-board computer system/Motorola MW520
 - m. Videorecorder

Inventory records further describing the referenced vehicles and equipment are attached as Exhibit 1 and incorporated into this Agreement.

- 3.4 TTI, through TAMRF, grants to CCS a non-exclusive, non-transferable, royalty-free license to use all intellectual property associated with the ALERT equipment existing and transferred to CCS as of the effective date of this Agreement. This license does not include the right to transfer or sublicense the intellectual property to any third party. Nothing in this Agreement shall be construed as granting CCS a right or license under any patent, patent application, copyright, or trademark owned by The Texas A&M University System other than as expressly set forth in this Agreement.
- 3.5 Subsequent to the transfer of the vehicles and equipment referenced in this section, CCS shall assume the full management and cost responsibility for maintenance and upkeep of all referenced vehicles and equipment. The necessity for, and extent of such maintenance and upkeep, if any, shall be determined by CCS in its sole discretion.
4. *Officer Salary Reimbursement.* The Contract provided reimbursement of salary and fringe benefits. This termination will discontinue this reimbursement for any salary or fringe benefit chargers incurred after April 30, 2000.
5. *Travel and Per Diem.* The Contract allowed reimbursement of ALERT project related travel expenses. All project-related travel and associated reimbursements are terminated for any such expenses incurred after April 30, 2000.
6. *Field Reporting System Development Support.* The Contract provided \$60,000 to support the development of a field reporting system. TTI and the City of College Station will enter into negotiations for a separate agreement to accomplish these tasks.
7. *Liability.* Consistent with the Constitution and laws of the State of Texas, the City of College Station will hold TTI harmless from any liability, claims, damages, inconveniences, or other failure of the presently installed ALERT equipment. The City of College Station shall be responsible for all liability arising out of the use of the ALERT vehicles (and associated ALERT equipment) for accidents, occurrences, claims, or damages to third parties.
8. *General Provisions*

- 8.1 This Agreement expresses the entire understanding between the parties and fully supersedes any and all prior and contemporary agreements or understandings between the parties relating to the Contract. This Agreement cannot be modified or amended by the parties except by a written instrument executed by the same parties.
- 8.2 The parties through their joint negotiations have agreed upon the terms and provisions of this Agreement. In the event of an ambiguity in a term or provision of this Agreement, and to the maximum extent permitted by applicable law, there shall be no presumption made with respect to the interpretation of such ambiguity against the party drafting this Agreement.
- 8.3 In the event any provision contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Every provision of this Agreement is intended to be severable.
- 8.4 The Law of the State of Texas, other than its conflicts of law rules, which might require the application of the laws of another jurisdiction, shall govern the interpretation and enforcement of this Agreement.

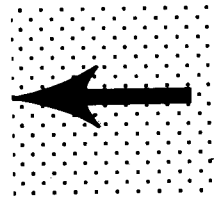
IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Mutual Agreement of Termination and Settlement of All Claims.

TEXAS A&M RESEARCH FOUNDATION

CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

By Allen E. Gooden
Title Vice President
Date 6/12/00

By _____
Title _____
Date _____



HERE

ASSET DISPLAY

Thursday, June 08, 2000
5:09:46 PMExhibit ~~1-A~~

Asset RF	32275 000	Acq Date	11-23-99	Acct No.	47344000001	Value	\$21,420.51
PI	6306	- WRIGHT		GEORGE		Status	A
Dept	CG00	- TEXAS TRANSPORTATION INST					
Keyword	AUTOMOBILE						
Desc	1999 Ford Crown Victoria Police Interceptor, Dual Spotlights, Cruise Control, Limited Slip Differential, & Front Carpet						
Model	CROWN VICTORIA	Serial #	2FAFP71W0XX240457			IPE	N
Sponsor	DOTB	- DEPT. OF TRANSPORTATION - FHW					
C/G	G	- DTFH61-98-X-00005		Sponsor #			
Vendor	PHILPOTT MOTOR COMPANY			Vendor Invoice #			
Check No.	833048	P.O.	KOO4963 & KOO4603				
Acquired	CPE	Vested	RF	Fed Funds	Y	Category	2 Condition 01
Bldg	9999	- MISCELLANEOUS NON-TAMU L	Room CSPD2, (LAB FOR NOW), 107E, 4301 TX AVE, STE C, BRYAN, TX				
Date Removed		Cost Sharing No.	1	Items		\$21,420.51	

ASSET DISPLAY

Thursday, June 08, 2000
5:08:30 PM

Exhibit 1-B

Asset RF	31876 000	Acq Date	04-27-99	Acct No.	47344000001	Value	\$0.00
PI	6236	- BRIDGES		GILBERT S.		Status R	
Dept	CG00	- TEXAS TRANSPORTATION INST					
Keyword	AUTOMOBILE						
Desc	1999 Ford Crown Victoria, Full Size Four Door Sedan, License Plate No. F67SMC						
Model	CROWN VICTORIA	Serial #	2FAFP71W0XX192183				IPE N
Sponsor	DOTB - DEPT. OF TRANSPORTATION - FHW						
C/G	G	- DTFH61-98-X-00005	Sponsor #				
Vendor	THOMPSON COUNTRY FORD			Vendor Invoice #			
Check No.	809493			P.O.	K004281		
Acquired	CPE	Vested RF	Fed Funds Y	Category	2	Condition	01
Bldg	9999 - MISCELLANEOUS NON-TAMU L Room CSPD1, C.S. POLICE DEPT.						
	COLLEGE STATION TX 77840						
Date Removed	11/24/99		Cost Sharing No.	1	Items	\$0.00	

ASSET DISPLAY

Thursday, June 08, 2000
5:18:21 PMExhibit 1-C

Asset RF	31876 001	Acq Date	08-31-99	Acct No.	47344000001	Value	\$0.00
PI	6236	- BRIDGES		GILBERT S.		Status R	
Dept	CG00	- TEXAS TRANSPORTATION INST					
Keyword	AUTOMOBILE						
Desc	Shotgun Rack, Partition & Restocking Charges						
Model		Serial #				IPE N	
Sponsor	DOTB	- DEPT. OF TRANSPORTATION - FHW					
C/G	G	- DTFH61-98-X-00005		Sponsor #			
Vendor	THOMPSON COUNTRY FORD			Vendor Invoice #			
Check No.	825339			P.O.	K004281		
Acquired	CPE	Vested RF	Fed Funds Y	Category 2	Condition 01		
Bldg	9999	- MISCELLANEOUS NON-TAMU L	Room CSPD1, C.S. POLICE DEPT.				
			COLLEGE STATION TX 77840				
Date Removed	11/24/99	Cost Sharing No.	1	Items			\$0.00

ASSET DISPLAY

Thursday, June 08, 2000
5:08:43 PMExhibit 1-D

Asset RF	32007 000	Acq Date	07-09-99	Acct No.	47344000001	Value	\$1,030.00
PI	6306	- WRIGHT		GEORGE		Status A	
Dept	CG00	- TEXAS TRANSPORTATION INST					
Keyword	CDPD MODEM						
Desc	3w, Full Duplex Transmitter, Ruggedized, Serial RS-232 Interface On Board UDP-PAB						
Model	MP200		Serial #	MG9808261076		IPE N	
Sponsor	DOTB	- DEPT. OF TRANSPORTATION - FHW					
C/G	G	- DTFH61-98-X-00005		Sponsor #			
Vendor	SIERRA WIRELESS			Vendor Invoice #			
Check No.	817974			P.O.	K004705		
Acquired	CPE	Vested RF	Fed Funds Y	Category 2	Condition 01		
Bldg	9999	- MISCELLANEOUS NON-TAMU L	Room CSPD1, 2611A TEXAS AVE.,				
			COLLEGE STATION, TX 77840				
Date Removed			Cost Sharing No.	1	Items	\$1,030.00	

ASSET DISPLAY

Thursday, June 08, 2000
5:08:59 PMExhibit 1 - €

Asset RF	32020 000	Acq Date	07-21-99	Acct No.	47344000001	Value	\$2,745.00
PI	6306	- WRIGHT		GEORGE		Status A	
Dept	CG00	- TEXAS TRANSPORTATION INST					
Keyword	TRAFFIC RADAR UNIT						
Desc	Stalker Dual SL Ka-Band Includes SL Display Counting Unit, w/Fastest Speed Tracking, Same Lane Software Option						
Model	200-0236-01	Serial #	41023			IPE N	
Sponsor	DOTB	- DEPT. OF TRANSPORTATION - FHW					
C/G	G	- DTFH61-98-X-00005		Sponsor #			
Vendor	APPLIED CONCEPTS, INC.			Vendor Invoice #			
Check No.	819279			P.O.	K004726		
Acquired	CPE	Vested RF	Fed Funds Y	Category 2	Condition 01		
Bldg	9999	- MISCELLANEOUS NON-TAMU L	Room CSPD1, 2611A TEXAS AVE.,				
			COLLEGE STATION, TX 77840				
Date Removed		Cost Sharing No.	1	Items		\$2,745.00	

ASSET DISPLAY

Thursday, June 08, 2000
5:09:16 PMExhibit 1-F

Asset RF	32058 000	Acq Date	07-30-99	Acct No.	47344000001	Value	\$1,056.68
PI	6306	- WRIGHT		GEORGE		Status A	
Dept	CG00	- TEXAS TRANSPORTATION INST					
Keyword	ELECTRONIC COMPONENTS						
Desc	Stinger Block AGU Fuses, Stinger Capacitor 1/2 Farad, Stinger Post Type Battery Negative, Stinger Post Type Battery Positive, Stinger Insulated Batte						
Model		Serial #				IPE N	
Sponsor	DOTB	- DEPT. OF TRANSPORTATION - FHW					
C/G	G	- DTFH61-98-X-00005		Sponsor #			
Vendor	AUDIO VIDEO			Vendor Invoice #			
Check No.	820335			P.O.	K004786		
Acquired	CPE	Vested RF	Fed Funds Y	Category 2	Condition 01		
Bldg	9999	- MISCELLANEOUS NON-TAMU L	Room CSPD1, 2611A TEXAS AVE., COLLEGE STATION, TX 78840				
Date Removed		Cost Sharing No.	1	Items		\$1,056.68	

ASSET DISPLAY

Thursday, June 08, 2000
5:09:22 PMExhibit 1-6

Asset RF	32082 000	Acq Date	08-02-99	Acct No.	47344000001	Value	\$2,247.75
PI	6306	- WRIGHT		GEORGE		Status A	
Dept	CG00	- TEXAS TRANSPORTATION INST					
Keyword	LIGHT BAR						
Desc	Prem. Vis 44" w/Siren & Sign, Rear Insert Kit, Vision Blue, Microphone Exten Kit, Microphone MNCT, Series B, Speaker MS100 Mounting Foot Kit						
Model	V7P44SS-SM	Serial #	67466			IPE N	
Sponsor	DOTB	- DEPT. OF TRANSPORTATION - FHW					
C/G	G	- DTFH61-98-X-00005		Sponsor #			
Vendor	FEDERAL SIGNAL CORP.			Vendor Invoice #			
Check No.	820532			P.O.	K004760		
Acquired	CPE	Vested RF	Fed Funds Y	Category 2	Condition 01		
Bldg	9999	- MISCELLANEOUS NON-TAMU L	Room CSPD1, 2611A TEXAS AVE., COLLEGE STATION, TX 77840				
Date Removed		Cost Sharing No.	1	Items		\$2,247.75	
